



MEMBER TERMS AND CONDITIONS LOYAL DENTAL PLAN

Loyal Dental Plan is NOT INSURANCE, but rather a licensed dental savings plan that's administered by Ascension Dental Partners, LLC ("**Company**"), located at 816 Congress Avenue, Suite 1620, Austin, TX 78701.

1. Plan Summary, Disclosures.

- a. Loyal Dental Plan ("**Plan**") is a licensed dental savings plan.
- b. **Plan is NOT INSURANCE.**
- c. Membership in Plan entitles members to discounts for certain identified dental services rendered by participating providers. The range of discounts shall be consistent with Plan's savings schedule, but may vary depending on the type of provider and service received.
- d. Plan members are obligated to pay providers for all services rendered. Company does not pay providers for services rendered to members.
- e. Neither Company nor Plan are affiliated with or endorsed by any state insurance department.
- f. Plan members may visit Plan website at www.loyaldentalplan.com or contact Company's Member Services department to obtain additional Plan information, including an up-to-date list of participating providers.

Mailing Address: Loyal Dental Plan, 816 Congress Ave. Ste. 1620, Austin, TX 78701

Toll-Free Phone: (888) 957-8444 | Monday-Friday | 8am-6pm CST

Email Address: member@loyaltdentalplan.com

- g. If Plan member remains dissatisfied after completing the complaint procedure detailed herein, the member may contact his/her state insurance department.
- h. Plan members may cancel their membership at any time by submitting written notice to Company as fully set forth in Section 6 below.

2. Definitions.

- a. **Company:** Ascension Dental Partners LLC, a Texas limited liability company.
- b. **Plan:** A licensed dental savings plan that's offered by Company, pursuant to which participating provider(s) render discounted dental services to Plan members, then charge and collect from the member as payment in full.
- c. **Member:** An individual, family member or dependent enrolled in Plan. Plan shall only cover those individuals, family members and/or dependents who are enrolled in the Plan at the time of service.
- d. **Provider:** A licensed dental services provider participating in Plan by rendering dental services to Member(s) and collecting payment for such services in accordance with the Plan fee schedule.
- e. **Membership Fees:** Annual fees payable to Company upon enrollment in Plan and upon renewal of Plan term.
- f. **Effective Date:** The date that the completed Member Application and payment for Membership Fees are rendered to Company by Member. Members are entitled to receive Plan discounts from Providers as of the Effective Date.
- g. **Member Fee Schedule:** Schedule of applicable fees to be charged to Members for dental services rendered under the Plan, as published on the Plan website. The Member Fee Schedule may be amended from time to time by Company in its sole discretion.
- h. **Keep On Smilin' Assurance:** Warranty on dental services rendered to active Members, as set forth in the Keep On Smilin' Assurance Terms and Conditions published on Plan website and included as an addendum to these Member Terms and Conditions. Keep On Smilin' Assurance is not insurance.
- i. **Membership Agreement:** The complete Plan membership contract between Company and the Plan member, consisting of (i) the Member Application, (ii) Member Terms and Conditions, (iii) Membership Identification Card, (iv) Member Fee Schedule, and (v) Keep On Smilin' Assurance Terms and Conditions.

3. Plan Description, Limitations, Exclusions & Exceptions.

- a. Plan is a licensed dental savings plan administered by Company and offered in participating dental practices and online through Plan website. Company is not a licensed insurer, health maintenance organization, preferred provider organization, or underwriter of health care services. Company is not licensed to provide and does not

provide dental services. Members are eligible to receive discounts on dental services according to Member Fee Schedule from participating Providers who have contracted with Company. Members are obligated to pay Providers for dental services at the time of service in accordance with the Provider's payment policies. No portion of any Provider's fees will be reimbursed or otherwise paid by Company. Because some savings are based on a percentage of the individual Provider's retail fees typically charged to uninsured patients, actual savings may vary. Plan may not be used in conjunction with any other savings plan or program, including government and private third-party payor programs (e.g., Medicaid, private insurance). All savings amounts listed on Member Fee Schedule are current savings offered by Providers and are subject to change. From time to time, Providers may, at their discretion, offer services or products to the general public at prices lower than the Member Fee Schedule prices available through Plan membership.

- b. Active Members in good standing shall be entitled to scheduled maintenance from participating Providers on certain dental treatments as necessary to maintain the treatments in good condition and working order, as fully set forth in the Keep On Smilin' Assurance Terms and Conditions.
- c. Providers are solely responsible for the services and products received by Members, and Company disclaims any liability with respect to the provision of such services and products. Company cannot guarantee the continued participation of any Provider. Company reserves the right to terminate any Provider's participation in Plan at any time without prior notice to Members.

4. **Enrollment.**

- a. Prospective Members may choose to enroll in Plan using one of the following methods: (i) the prospective Member may be enrolled through his/her Provider's office using the Provider's assigned identification code ("Provider ID"); (ii) the prospective Member may enroll via Plan website using a Provider ID of his/her choosing; or (iii) the prospective Member may enroll via Plan website without entering a Provider ID.
- b. Members who choose to enroll using a Provider ID will be required to obtain all dental services hereunder from the Provider or group of Providers associated with that Provider ID (hereinafter, "Designated Provider"), including any warranty services that may be rendered pursuant to Member's Keep On Smilin' Assurance warranty. Company shall provide Member with a complete list of Designated Provider(s) upon enrollment, and Member shall have access to an up-to-date list of Designated Provider(s) on Plan website during the enrollment term. If such Member is referred by the Designated Provider to a specialist who is also a Plan participant, Member shall receive applicable Savings Schedule discounts on dental services rendered by such specialist. In the event that Member relocates to an area that is outside the service area of Member's Designated Provider(s), Member may request that Company transfer his/her membership to another participating Provider, which transfer may be granted by Company in its sole discretion. If a Designated Provider's participation in Plan is terminated, affected Members shall be given an opportunity to select a new Designated Provider from the list of participating Providers; if there are no other participating Providers offering services in Member's immediate area, Member may request a membership cancellation and pro-rata refund in accordance with Company's cancellation policy as set forth in Section 6 below.
- c. Members who choose to enroll without entering an ID Code shall be permitted to obtain dental services from any Provider participating in Plan.
- d. Members may enroll up to ten (10) total individuals (i.e., the enrolling Member and up to 9 additional family members or dependents) in a family membership. Members who have enrolled in a family membership may add a family member to their Plan by contacting Member Services or using the online member portal on Plan website.

5. **Contract Term/Renewal.**

- a. All Plan memberships are annual contracts; your initial contract term will begin on the Effective Date and will continue for twelve (12) months thereafter. Your Plan membership will automatically renew for an additional one-year term at the end of each annual contract term, and payment of Membership Fees for the renewal term shall automatically be charged to or drafted from your credit card or bank account. Your Plan membership shall remain in effect until it is canceled in accordance with the Cancellation Policy below.
- b. By enrolling in Plan and providing your payment information to Company, you, the Member, are authorizing Company to bill your credit card or checking account for Membership Fees for the initial one-year term and any renewal term(s) at the plan level rate (e.g., individual, family, etc.) that you have selected.
- c. You may change your method of payment at any time by submitting a request in writing to Member Services or by using the online member portal on Plan website.

6. **Cancellation Policy.**

- a. Company reserves the right to immediately cancel your Plan membership without prior notice at any time and for any reason, including non-payment of Membership Fees. In the event that Company cancels your Plan membership for any reason other than non-payment of Membership Fees, you shall receive a pro-rata refund of Membership Fees paid to Company within thirty (30) calendar days after the effective date of cancellation.
- b. If you wish to cancel your Plan membership, please send a cancellation notice with your name and Plan ID number to Member Services via mail or email to the address listed in Section 1 above.

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- c. Notice of cancellation is deemed given when (i) sent via email to the correct address, (ii) deposited in a mailbox, properly addressed, and postage prepaid to Company's mailing address above, or (iii) delivered via hand-delivery. Members shall receive a full reimbursement of any Membership Fees that have been paid during the current term if (i) the cancellation request is received within the first thirty (30) days of the current annual contract term, and (ii) no dental services have been provided to the Member under the Plan during the current term. Company reserves the right to contact Providers to determine whether dental services have been provided to the Member.
7. **Member Responsibilities.**
 - a. Plan is not insurance; rather, it is a licensed dental savings plan. Members are required to make payment directly to Providers for all dental services provided hereunder in accordance with the Provider's payment policies. Plan savings and Providers are subject to change, and Members may be responsible for related additional services and charges, such as lab fees associated with the dental services received. For an up-to-date list of participating Providers and Member Fee Schedule prices, you may visit the Plan website or email Member Services at any time during the membership term.
 - b. Member is responsible for verifying that his/her dental services provider is an active participant in Plan prior to receiving dental services. Providers are responsible for the provision of dental services and for informing Members of the Provider's treatment policies.
8. **Complaint Procedure.**
 - a. Complaints regarding your Plan membership must be submitted in writing to Member Services via email or mail to the address listed in Section 1 above. Member Services shall review your complaint and contact you regarding a resolution.
 - b. If you are dissatisfied after completing the complaint procedure detailed above, you may contact your state insurance department. Members Services will provide contact information for your state insurance department upon request.